

J.

File Number M/045/030

Effective Date February 4, 2003

Other Agency File Number BLM
SITLA

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECLAMATION CONTRACT
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For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/045/030
(Mineral Mined) Salt (NaCl)

"MINE LOCATION":
(Name of Mine) Cargill Salt
(Description) 15100 West Rowley Road
Grantsville, UT 84074

"DISTURBED AREA":
(Disturbed Acres) 17,253 Acres
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Cargill, Incorporated, Salt Business Unit
(Address) 15100 West Rowley Road
Grantsville, UT 84074
(Phone) (435) 884-0123

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DIV. OF OIL, GAS & MINING

"OPERATOR'S REGISTERED AGENT":

(Name)
(Address)

Cargill, Incorporated, Salt Business Unit
12800 Whitewater Drive #21
Minnetonka, MN 55343
(952) 984-8280

(Phone)

"OPERATOR'S OFFICER(S)":

Gregory M. Wold Vice President
Michael G. Venker Vice President
Larry Overstreet Vice President

"SURETY":

(Form of Surety - Attachment B)

Joint Agency Surety

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Safeco Insurance Company of America
[REDACTED]

"SURETY AMOUNT":

(Escalated Dollars)

\$1,919,000.00

"ESCALATION YEAR":

2005

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Cargill, Incorporated, Salt Business Unit, the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/045/030 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated January 18, 1991, and the original Reclamation Plan dated January 18, 1991. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

Cargill, Incorporated, Salt Business Unit
Operator Name

By Gregory M. Wold
Authorized Officer (Typed or Printed)

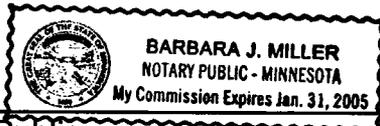
Vice President
Authorized Officer - Position

Gregory M. Wold
Officer's Signature

1/17/03
Date

STATE OF Minnesota)
COUNTY OF Hennepin) ss:

On the 17th day of January, 2003, personally appeared before me, Gregory M. Wold who being by me duly sworn did say that he/she is the Vice President of Cargill, Incorporated, Salt Business Unit and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said Gregory M. Wold duly acknowledged to me that said company executed the same.



Notary Public
Residing at Minnetonka, mn

January 31, 2005
My Commission Expires:

DIVISION OF OIL, GAS AND MINING:

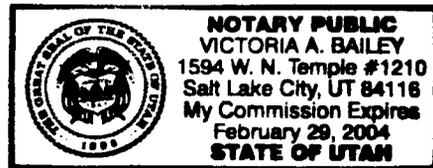
By Lowell P. Braxton _____ Date 2/4/03 _____
Lowell P. Braxton, Director

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 4th day of February, 2003, Lowell P. Braxton
personally appeared before me, who being duly sworn did say that he/~~she~~, the said
Lowell P. Braxton is the Director of the Division of Oil, Gas and
Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowl-
edged to me that he/~~she~~ executed the foregoing document by authority of law on behalf
of the State of Utah.

Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2004
My Commission Expires:



ATTACHMENT "A"

Cargill, Incorporated, Salt Business Unit
Operator

Cargill Salt
Mine Name

M/045/030
Permit Number

Tooele County, Utah

The legal description of lands to be disturbed is:

Include ¼, ¼, ¼ sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch=500 feet; 1 inch=200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 17,253 acres under the approved permit and surety, as reflected on the attached map labeled Cargill Salt Co and dated 91-208:

Sec. 4, 5, 6, 7, 8 T1S, R7W; Sec. 28, 29, 30, 31, 32, 33, 34, T1N, R7W; Sec. 1, 2, 3, 4, 12 T1S, R8W; Sec. 24, 25, 26, 27, 28, 33, 34, 35, 36 T1N, R8W.

ATTACHMENT B

FORM MR-6
Joint Agency Surety Form
(January 18, 2000)

Bond Number _____
Permit Number M/045/030
Mine Name Cargill Salt
Other Agency File Number BLM
SITLA

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940

THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned Cargill, Incorporated, Salt Division as Principal, and Safeco Insurance Company of America as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns unto the State of Utah, Division of Oil, Gas and Mining, and the Schoiland Institutional Trust Administration & USDOI (BLM), in the penal sum of One Million Nine Hundred nineteen Thousand & no/100ths dollars (\$1,919,000.00-----).

Principal has estimated in the Mining and Reclamation Plan approved by the Division of Oil, Gas and Mining on the 22nd day of Dec., 2000, that 17,253 acres of land will be disturbed by this mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the Reclamation Contract of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and Reclamation Plan and has faithfully performed all requirements of the Mined Land Reclamation Act, and complied with the Rules and Regulations adopted in accordance therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

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DIV. OF OIL, GAS & MINING

Bond Number _____
Permit Number M/045/030
Mine Name Cargill Salt
Other Agency File Number BLM & SILA

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in the area disturbed or the extent of disturbance, then, the Division may require that the amount of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by the Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

Cargill, Incorporated, Salt Division
Principal (Permittee)

By (Name typed):

V. A. Vice President, Salt
Title

Dale A. Fehrenbach
Signature Dale A. Fehrenbach

ATTEST
Jeanne T. Smith
Assistant Corporate Secretary

11/16/02
Date

Surety Company

Safeco Insurance Company of America
Surety Company Name

Michele Grogan, Attorney-In-Fact
Surety Company Officer

Attorney-In-Fact
Title/Position

Michele Grogan
Signature

7701 York Avenue S., #100
Street Address

Edina, MN 55435
City, State, Zip

612 486-4718
Phone Number

November 13, 2002
Date

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MR-6
Joint Agency Surety Bond
Attachment B

Bond Number 1
Permit Number M/045/030
Mine Name Cargill Salt
Other Agency File Number BLM & SITLA

SO AGREED this 4th day of Feb., 2003.

Lowell P. Braxton
Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety Company, such Power of Attorney must be filed with this bond. If the Principal is a corporation, the bond shall be executed by its duly authorized officer.



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 10793

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****CHARYL CHERRYHOMES; MARATA NICOLOPOULOS; SHELBY WINTZ; MATTHEW FORSTI; MICHELE GROGAN; Minneapolis, Minnesota*****

Its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 20th day of March, 2001

R.A. Pierson

R.A. PIERSON, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, R.A. Pierson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 13th day of November, 2002



R.A. Pierson

R.A. PIERSON, SECRETARY